

HIV/AIDS Confidentiality Agreement

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC) Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC 121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record is subject to a civil penalty of up to \$2,500 plus court costs, pursuant to HSC 121025(e)(1). Furthermore, any willful or malicious disclosure of the content of a public health record, except as authorized by law, is punishable by a civil penalty of \$5,000-\$10,000 plus court costs as provided by HSC 121025(e)(2). Health and Safety Code Section 121025(e)(3) stipulates that any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, subject to imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs. Any person who is guilty of a confidentiality infringement of the foregoing type may be personally liable for actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC 121025(e)(4)). Health and Safety Code 121025(e)(5) makes each disclosure in violation of California law a separate, actionable offense.

Because an assurance of case confidentiality is the foremost concern of the California Department of Health Services, Office of AIDS (OA), any actual or potential breach of confidentiality must be immediately reported. In the event of any suspected breach, staff must immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn must notify the Chief of the HIV/AIDS Case Registry Section or designee. As appropriate, OA, in conjunction with the local health department and the local health officer will promptly investigate the suspected breach. Any evidence of an actual breach will be reported to the proper law enforcement agency.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise divulging information about an individual named in any HIV/AIDS-related public health record that is personally identifying in any way, except as allowed under HSC 121022. Should I be responsible for any breach of confidentiality, I understand that I will be subject to immediate disciplinary action; and as appropriate, civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions of this Confidentiality Agreement, and the requirements of HSC 121022.

Employee name (printed)

Employee signature

Date

Supervisor name (printed)

Supervisor signature

Date

Chief name (printed)
HIV/AIDS Case Registry Section
Office of AIDS
California Department of Health Services

Chief signature

Date

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS